



LYNWOOD UNIFIED SCHOOL DISTRICT

11321 Bullis Road • Lynwood • CA • 90262
Phone: (310) 886-1600 • Fax: (310) 608 - 7483

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 13, 2013

The Honorable Board of Supervisors
County of Los Angeles
c/o Olga Castaneda, Head, Board Specialist
383 Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012

28 July 8, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Re: Lynwood Unified School District, Election of 2012 General Obligation Bonds, Series B: Request to the Los Angeles County Board of Supervisors to Levy Taxes and to Direct the Auditor-Controller to Place Taxes on Tax Roll.

Dear Supervisors:

At this time, the Lynwood Unified School District (the "District") has authorized and intends to issue its Election of 2012 General Obligation Bonds, Series B in an aggregate principal amount not-to-exceed \$20,000,000 (the "Bonds") to fund voter-approved projects. The above actions were approved by a resolution (the "District Resolution") adopted by the Board of Education of the District on November 26, 2013, pursuant to Section 53506 *et seq.* of the California Government Code and other applicable provisions of law with respect to the Bonds. The District Resolution is in full force and effect and the District Board has taken no action to amend or rescind the District Resolution. A certified copy of the District Resolution is enclosed herein.

The District formally requests, in accordance with Education Code Section 15250 and other applicable provisions of law, that the Board of Supervisors (the "Board of Supervisors") of the County of Los Angeles (the "County") adopt the enclosed resolution (the "County Resolution") to levy the appropriate taxes for the payment of the Bonds and to direct the Auditor-Controller of the County to place these taxes on the tax roll every year, beginning with fiscal year 2014-15, according to a debt service schedule and instructions that will be provided upon the sale of the Bonds, and to direct the County Treasurer and Tax Collector to serve as the Paying Agent for the Bonds.

BOARD OF EDUCATION

Briseida Gonzalez, MSW
President

Alfonso Morales, Esq.
Vice-President

Maria G. Lopez
Clerk

Alma-Delia Renteria
Member

Vacant
Member

Paul Gothold
Superintendent and Secretary to the Board

IT IS THEREFORE REQUESTED THAT:

1. The Board of Supervisors adopt the County Resolution on the next available Board of Supervisors meeting.
2. After the Board of Supervisors has taken action on this letter, the District requests that the Clerk of the Board of Supervisors furnish two (2) certified copies of the Resolution to:

District Bond Counsel:

David Casnocha
Stradling Yocca Carlson and Rauth
44 Montgomery Street, Suite 4200
San Francisco, CA 94104

and send one (1) copy of the Resolution to each of the following:

Los Angeles County Treasurer and Tax Collector
Attention: John Patterson
500 W. Temple Street, Suite 437
Los Angeles, CA 90012

Los Angeles County Auditor-Controller
Attention: Jackie Guevarra
500 W. Temple Street, Suite 603
Los Angeles, CA 90012

Los Angeles County Counsel
Attention: Cammy DuPont
500 W. Temple Street, Room 648
Los Angeles, CA 90012

Sincerely,

LYNWOOD UNIFIED SCHOOL DISTRICT

By: 

Peter Wong
Chief Business Official

Enclosures

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, CALIFORNIA AUTHORIZING THE LEVY OF TAXES FOR GENERAL OBLIGATION BONDS OF THE LYNWOOD UNIFIED SCHOOL DISTRICT, DESIGNATING THE PAYING AGENT THEREFOR AND DIRECTING THE COUNTY AUDITOR-CONTROLLER TO MAINTAIN TAXES ON THE TAX ROLL

WHEREAS, a duly called municipal election was held in the Lynwood Unified School District (the "District"), Los Angeles County (the "County"), State of California, on November 6, 2012 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at the Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount not-to-exceed \$93,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

WHEREAS, pursuant to the Authorization, on February 12, 2013, the District caused the issuance of the first series of bonds under the Authorization in an aggregate principal amount of \$16,500,000 (the "Series A Bonds");

WHEREAS, concurrently with the issuance of the Series A Bonds, the District issued the first series of bond anticipation notes pursuant to Section 15150 *et seq.* of the Education Code of California, in an aggregate principal amount of \$13,499,948.40 (the "Prior Notes") to provide funds to raise money for the purposes authorized by the voters of the District at the Election, in advance of issuing further bonds under the Authorization.

WHEREAS, the District determined pursuant to a resolution adopted thereby on November, 26, 2013, and ratified on June 24, 2014 (collectively, the "District Resolution"), to authorize the second issuance of bonds under the Authorization, in an aggregate principal amount not-to-exceed \$20,000,000 and styled as "Lynwood Unified School District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series B" (the "Series B Bonds") pursuant to Section 53506 *et seq.* of the California Government Code (the "Bond Law");

WHEREAS, the District also determined, pursuant to a resolution adopted thereby on November 26, 2013, and ratified on June 24, 2014, to authorize the issuance of a second series of bond anticipation notes to refund all or a portion of the Prior Notes;

WHEREAS, the County Board has been formally requested by the District to levy taxes in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, and to direct the Auditor-Controller of the County (the "Auditor-Controller") to place on its 2014-15 tax roll, and all subsequent tax rolls, taxes sufficient to fulfill the requirements of the debt service schedule for the Series B Bonds, that will be provided to the Auditor-Controller by the District following the sale of the Series B Bonds; and

WHEREAS, the District has requested that the County Treasurer and Tax Collector (the "Treasurer") be appointed by the County Board to act as the authenticating agent, bond

registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Series B Bonds pursuant to the District Resolution.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Issuance of Bonds. That pursuant to Section 15140(b) of the Education Code, the County is granted the power to and hereby approves the issuance of the Series B Bonds by the District on its own behalf under the Bond Law.

SECTION 2. Levy of Taxes. That this Board levy taxes in an amount sufficient to pay the principal of and interest on the Series B Bonds.

SECTION 3. Preparation of Tax Roll. That the Auditor-Controller is hereby directed to place on its 2014-15 tax roll, and all subsequent tax rolls, taxes in an amount sufficient to fulfill the requirements of the debt service schedule for the Series B Bonds, which will be provided to the Auditor-Controller by the District following the sale of the Series B Bonds.

SECTION 4. Paying Agent. That the Treasurer act as initial Paying Agent for the Series B Bonds. The Treasurer is authorized to contract with a third party to perform the services of Paying Agent.

SECTION 5. Effective Date. That this Resolution shall take effect immediately upon its passage.

The foregoing resolution was adopted on the ^{8th} day of July, 2014, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.



SACHI A. HAMAI,
Executive Officer-Clerk of the Board of
Supervisors of the County of Los Angeles

By:

Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By:

Deputy County Counsel

LYNWOOD UNIFIED SCHOOL DISTRICT
(Los Angeles County, California)
Election of 2012 General Obligation Bonds, Series B

I, Paul Gothold, hereby certify that I am the duly qualified and acting Superintendent and Secretary to the Board of Education of the Lynwood Unified School District (the "District") and the attached Resolution No. 13-14/16 is a full, true and correct copy of the resolution adopted by the Board of Education of the District on November 26, 2013 and that such resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date hereof.

WITNESS my hand, this 24th day of June, 2014.

LYNWOOD UNIFIED SCHOOL DISTRICT

By: 

Paul Gothold
Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION AGENDA

TO: Paul Gothold
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: Peter Wong 
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: REQUEST ADOPTION OF RESOLUTION 13-14/16- A RESOLUTION OF THE BOARD OF EDUCATION OF THE LYNWOOD UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF LYNWOOD UNIFIED SCHOOL DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES B, AND ACTIONS RELATED THERETO

BACKGROUND INFORMATION:

An election was held in the Lynwood Unified School District on November 6, 2012 for the issuance and sale of general obligation bonds ("Bonds") of the District for various purposes in the maximum amount of \$93,000,000 (the "Measure K"). Previously, the District sold the first series of Bonds under Measure K in a principal amount of \$16,500,000. The District now desires to issue its second series of Bonds under Measure K in an amount not-to-exceed \$20,000,000.

Bond Resolution. This Resolution authorizes the issuance of Bonds, specifies the basic terms, parameters and forms of the Bonds, and approves the form of Purchase Contract and form of Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Bonds to be issued (\$20,000,000). Section 4 of the Resolution states the maximum underwriter's discount (0.625%) with respect to the Bonds, the maximum legal interest rate on the Bonds, and authorizes the Bonds to be sold at a negotiated sale to RBC Capital Markets (the "Underwriter"). The resolution only approves the issuance of the Bonds as Current Interest Bonds.

Form of Purchase Contract. Pursuant to the Purchase Contract, the Underwriter will agree to buy the Bonds from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

Form of Preliminary Official Statement. The Preliminary Official Statement ("POS") is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to among other things (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

Staff recommends approval of Resolution 13-14/16, A RESOLUTION OF THE BOARD OF EDUCATION OF THE LYNWOOD UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF LYNWOOD UNIFIED SCHOOL DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES B, AND ACTIONS RELATED THERETO.

☐ Renewal Contract/Item

☒ New Contract/Item

Financial Implications?

☒ Yes ☐ No

Are funds for this item included in the 2013-2014 Budget?

☒ Yes ☐ No

Requisition # from PeopleSoft:

\$
(Amount)

(Name of funding source and/or location)

(Funding account number)

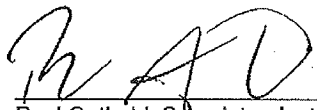
Recommended for: ☒ Approval ☐ Denial

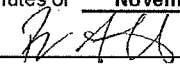
Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

I certify that this schedule was approved
by the Board of Education on the

Minutes of November 26, 2013.


Paul Gothold, Superintendent


Secretary of the Board

RESOLUTION NO. 13-14/16

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE LYNWOOD
UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA,
AUTHORIZING THE ISSUANCE OF LYNWOOD UNIFIED SCHOOL
DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) ELECTION OF 2012
GENERAL OBLIGATION BONDS, SERIES B, AND ACTIONS RELATED
THERE TO**

WHEREAS, a duly called municipal election was held in the Lynwood Unified School District (the "District"), Los Angeles County (the "County"), State of California, on November 6, 2012 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at the Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount not-to-exceed \$93,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

WHEREAS, pursuant to the Authorization, on February 12, 2013, the District caused the issuance of the first series of bonds under the Authorization in an aggregate principal amount of \$16,500,000, styled as Lynwood Unified School District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series A;

WHEREAS, at this time this Board of Education (the "Board") has determined that it is necessary and desirable to issue the second series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$20,000,000, and to be styled as "Lynwood Unified School District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series B" (the "Bonds");

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Government Code"), the Bonds are authorized to be issued by the District for purposes set forth in the ballot submitted to the voters at the Election;

WHEREAS, this Board desires to authorize the issuance of the Bonds in one or more Series of Taxable or Tax-Exempt Bonds Current Interest Bonds (as such term is defined herein);

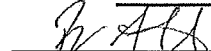
WHEREAS, the District has not filed with nor received from the County office of education having jurisdiction over the District a qualified or negative certification in its most recent interim financial report pursuant to Section 42131 of the California Education Code (the "Education Code");

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

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NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF EDUCATION OF THE LYNWOOD UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AS FOLLOWS:

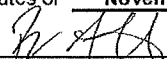
SECTION 1. Authorization for Issuance of the Bonds. To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more Series of Taxable or Tax-Exempt Bonds Current Interest Bonds, with appropriate designation if more than one Series is issued, all as more fully set forth in the executed Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$20,000,000.

SECTION 2. Paying Agent. This Board hereby appoints the Paying Agent, as defined herein, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 3. Terms and Conditions of Sale. The Bonds shall be sold upon the direction of the Superintendent or the Chief Business Official of the District, or such other officers or employees of the District as the Superintendent or the Chief Business Official may designate (collectively, the "Authorized Officers"), and pursuant to such terms and conditions set forth in the Purchase Contract. The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

SECTION 4. Approval of Purchase Contract. The form of a contract for the purchase and sale of the Bonds (the "Purchase Contract") by and between the District and the Underwriter, substantially in the form on file with the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and requested to execute such Purchase Contract; provided, however, (i) that the maximum interest rate on each Bond shall not exceed the maximum rate permitted by law; (ii) the underwriting discount on the Bonds, excluding original issue discount and expenses of the Underwriter, shall not exceed 0.625% of the aggregate principal amount of Bonds issued; and (iii) to the extent the issuance of Bonds includes Long Current Interest Bonds (as defined herein), such issuance shall be accompanied by a finding of the District, substantially in the form attached as Exhibit B hereto, that the useful life of the facility financed with such Long Current Interest Bonds equals or exceeds the maturity date of such Long Current Interest Bonds. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$20,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter

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(but excluding fees of the Bond Insurer, if any), will equal approximately 2.0% of the principal amount of the Bonds.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) **“Beneficial Owner”** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(b) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of and interest on the Bonds.

(c) **“Bond Payment Date”** means, as applicable (and unless otherwise provided by the Purchase Contract), February 1 and August 1 of each year commencing on August 1, 2014 with respect to interest thereon, and the stated maturity dates thereof with respect to the Principal payments on the Bonds.

(d) **“Bond Register”** means the books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.

(e) **“Code”** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **“Continuing Disclosure Certificate”** means that certain Continuing Disclosure Certificate executed by the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Bonds, as amended from time to time in accordance with the provisions thereof.

(g) **“Current Interest Bonds”** means bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(h) **“Dated Date”** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

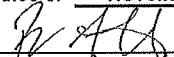
(i) **“Depository”** means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.

(j) **“DTC”** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(k) **“Fair Market Value”** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if

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the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(l) **"Holder" or "Owner"** means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 6 hereof.

(m) **"Information Services"** means Financial Information, Inc.'s Financial Daily Called Bond Service; Mergent, Inc.'s Called Bond Department; or Standard & Poor's J.J. Kenny Information Services' Called Bond Service.

(n) **"Long Current Interest Bonds"** means Bonds with a maturity greater than 30 years.

(o) **"Nominee"** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(p) **"Non-AMT Bonds"** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code of the State of California.

(q) **"Official Statement"** means the Official Statement for the Bonds, as described in Section 17 hereof.

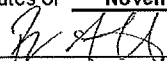
(r) **"Outstanding"** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution.

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(s) **"Participants"** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(t) **"Paying Agent"** means initially the Treasurer, or such other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution.

(u) **"Permitted Investments"** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider rated in at least the second highest category by each Rating Agency then rating the Bonds and approved by the Bond Insurer, if any, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the county investment pool maintained by the Treasurer of the County, and (vi) State and Local Government Series Securities.

(v) **"Principal"** or **"Principal Amount"** means, with respect to any Bond, the initial principal amount thereof.

(w) **"Qualified Non-AMT Mutual Fund"** means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(x) **"Qualified Permitted Investments"** means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(y) **"Record Date"** means the close of business on the 15th day of the month preceding each Bond Payment Date.

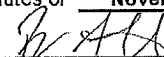
(z) **"Securities Depository"** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

(aa) **"Series"** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof identified as a separate series of Bonds.

(bb) **"Taxable Bonds"** means any Bonds not issued as Tax-Exempt Bonds.

(cc) **"Tax-Exempt Bonds"** means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax

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preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(dd) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(ee) **“Transfer Amount”** means, with respect to any Outstanding Bond, the Principal Amount.

(ff) **“Treasurer”** means the Treasurer and Tax Collector of the County, or other comparable officer of the County.

SECTION 6. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates and Terms. The Bonds shall be issued as fully registered Current Interest Bonds registered as to both Principal and interest, in denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds will initially be registered in the name of “Cede & Co.,” the Nominee of the Depository Trust Company, New York, New York.

Each Bond shall be dated as of the Dated Date, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

Notwithstanding any other provision herein, the ratio of total debt service to Principal for each Series of Bonds shall not exceed four-to-one.

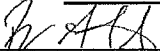
(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that any portion of Bonds subject to mandatory sinking fund redemption are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect to such Bonds shall be reduced proportionately, in integral multiples of \$5,000 principal amount, in respect of the portion of such Bonds optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a “Pro Rata Pass-

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Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Redemption Notice. When redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the Principal Amount of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

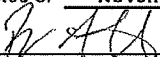
(b) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds (or portions thereof) pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the Principal of, and premium, if any, and interest on, such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no

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portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of the rescission of such notice in the same manner as such notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

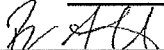
All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination (except for any odd denomination Bond). The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the

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Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

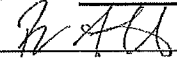
With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Principal of, and premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of Principal of and premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond,

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registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

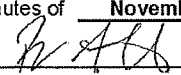
(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be

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prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

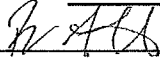
(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

SECTION 7. Execution of the Bonds. The Bonds shall be signed by the President of the Board, or other member of the Board authorized to do so by resolution of the Board, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary of the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Bonds remains Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the

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Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

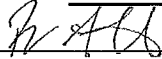
If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date at his or her address as it

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appears on such registration books or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The Principal of, and premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District and do not constitute an obligation of the County except as provided in this Resolution. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 10. Forms of Bonds. The Bonds shall be in substantially the forms as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Purchase Contract.

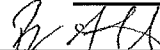
SECTION 11. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriter upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Bonds. (a) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Lynwood Unified School District Election of 2012 General Obligation Bonds, Series B Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. The Building Fund may contain subaccounts if the Bonds are issued in more than one Series. The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Lynwood Unified School District Election of 2012 General Obligation Bonds, Series B Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of Principal of and interest on the Bonds, and for no other purpose. The Debt Service Fund may contain subaccounts if the Bonds are issued in more than one Series. Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriter upon the sale of the Bonds, or from the Principal Amount of the Bonds received from the Underwriter. To the extent costs of issuance are paid from such Principal Amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such Principal

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Amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested, after consultation with the County, in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code "temporary period" restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.

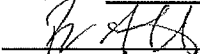
(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

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iv. Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Principal of and interest on the Bonds when due.


SECTION 13. Rebate Fund. The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the "Lynwood Unified School District Election of 2012 General Obligation Bonds, Series B Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the "Tax Certificate").

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and

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with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

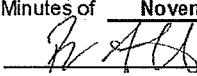
(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 14. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is hereby designated for the payment of the Principal of and interest on the Bonds when and as the same fall due, and for no other purpose.

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The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such Principal and interest. DTC will thereupon make payments of Principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.

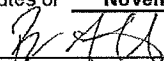
SECTION 15. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 16. Conditions Precedent. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds, and such Underwriter is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal or interest, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

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SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with amounts transferred from the Debt Service Fund, is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with amounts transferred from the Debt Service Fund and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

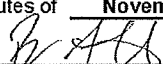
For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service ("Moody's") or Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"). In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

SECTION 20. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* taxes lawfully levied to pay the Principal of or interest on the Bonds.

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Secretary of the Board

SECTION 21. Indemnification of County. The District shall defend, indemnify and hold harmless the County, its officials, officers, agents and employees ("Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with regard to the County's responsibilities under Section 23 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities, except with regard to the County's responsibilities under Section 23 hereof.

SECTION 22. Reimbursement of County Costs. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 23. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all Principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all such Principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds.

SECTION 24. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

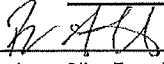
(b) The Board hereby appoints RBC Capital Markets, LLC, as the Underwriter, Mission Trail Advisors, LLC, as Financial Advisor and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, all with respect to the issuance of the Bonds.

(c) The provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract or the Official Statement.

SECTION 25. Resolution to County Treasurer-Tax Collector. The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 26. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

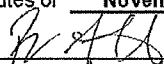
SECTION 27. Effective Date. This Resolution shall take effect immediately upon its passage.

I certify that this schedule was approved
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SECTION 28. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

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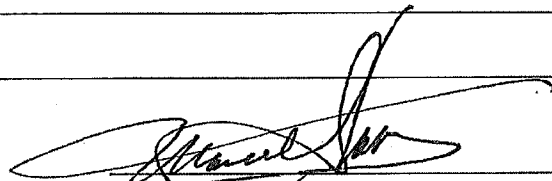
I certify that this schedule was approved
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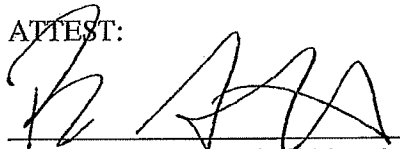
SECTION 29. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 26th day of November 2013, by the following vote:

AYES:	MEMBERS	<u>5</u>
NOES:	MEMBERS	<u>0</u>
ABSTAIN:	MEMBERS	<u>0</u>
ABSENT:	MEMBERS	<u>0</u>



President of the Board of Education

ATTEST:


Secretary to the Board of Education

I certify that this schedule was approved
by the Board of Education on the
Minutes of November 26, 2013.



Secretary of the Board

SECRETARY'S CERTIFICATE

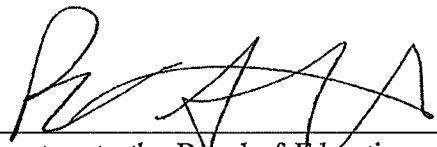
I, Paul Gothold, Secretary to the Board of Education of the Lynwood Unified School District, Los Angeles County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on November 26, 2013, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: November 26, 2013


Secretary to the Board of Education of the Lynwood
Unified School District

I certify that this schedule was approved
by the Board of Education on the
Minutes of November 26, 2013.


Secretary of the Board

EXHIBIT A
FORM OF BONDS

REGISTERED
NO.

REGISTERED
\$

LYNWOOD UNIFIED SCHOOL DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES B

<u>INTEREST RATE:</u> _____ % per annum	<u>MATURITY DATE:</u> August 1, _____	<u>DATED AS OF:</u> _____, 20__	<u>CUSIP</u>
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

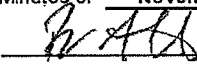
The Lynwood Unified School District (the "District") in Los Angeles County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing on August 1, 2014. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2014, in which event it shall bear interest from the Dated Date. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank National Association as agent of the Treasurer and Tax Collector of Los Angeles County. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to

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the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount

of \$93,000,000 and the resolution of the Board of Education of the District adopted on November 26, 2013 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

The bonds of this issue comprise \$_____ principal amount of Current Interest Bonds, of which this bond is a part.

This bond is exchangeable and transferable for bonds of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20__ at a redemption price equal to the principal amount of the Bonds to be redeemed, plus interest thereon to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

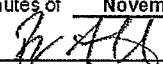
Redemption Dates

Principal Amounts

TOTAL

A-2

I certify that this schedule was approved
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If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Lynwood Unified School District, Los Angeles County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, all as of the date stated above.

LYNWOOD UNIFIED SCHOOL DISTRICT

By: _____


President of the Board of Education

COUNTERSIGNED:



Secretary of the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 20__.

By: U.S. Bank National Association as agent of the
Treasurer and Tax Collector of Los Angeles
County, as Paying Agent

Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

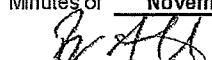
LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.



Secretary of the Board of Education

A-5 I certify that this schedule was approved
by the Board of Education on the
Minutes of November 26, 2013.



Secretary of the Board

EXHIBIT B

FORM OF DISTRICT CERTIFICATION REGARDING USEFUL LIFE

\$ _____

LYNWOOD UNIFIED SCHOOL DISTRICT

(Los Angeles County, California)

Election of 2012 General Obligation Bonds, Series B

CERTIFICATE PURSUANT TO GOVERNMENT CODE SECTION 53508.6

I, [Name of Authorized Officer], as [Title of Authorized Officer] of the Lynwood Unified School District (the "District"), do hereby certify on behalf of the District in accordance with Section 53508.6 of the Government Code of the State of California (the "Code"), in connection with the issuance of the above-captioned Bonds (the "Bonds"), authorized to be issued pursuant a resolution of the Board of Education adopted on November 26, 2013 (the "Resolution"), and pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 *et seq.*, as amended:

1. I have reviewed the schedule of maturities of the Bonds provided by RBC Capital Markets, LLC, as the Underwriter in connection with the issuance of the Bonds, and such issuance includes Long Current Interest Bonds (as such term is defined in the Resolution).

2. I am familiar with the construction, renovation, modernization and equipping of District school facilities (collectively, the "Project") expected to be financed with proceeds of the Long Current Interest Bonds.

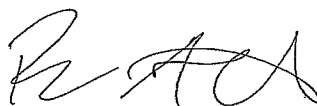
3. [Attached as Schedule I is a declaration of _____, serving as [Architect/Engineer/Program Manger] to the District, regarding the expected useful life of the portion of such Project.]

4. Based on such information, as of the date hereof, I hereby find that the useful life of the portion of the Project expected to be financed with such Long Current Interest Bonds equals or exceeds the maturity date of such Long Current Interest Bonds.

Dated: _____

LYNWOOD UNIFIED SCHOOL DISTRICT

By: _____

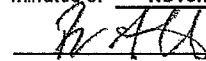


[Name of Authorized Officer]

[Title of Authorized Officer]

A-1

I certify that this schedule was approved
by the Board of Education on the
Minutes of November 26, 2013.


Secretary of the Board

SCHEDULE I

FORM OF ARCHITECT/ENGINEER/PROGRAM DECLARATION REGARDING USEFUL LIFE

In connection with the above-referenced obligations, _____ (the "[Architect/Engineer/Program Manager]") hereby represents as follows, based upon information provided to it by the Lynwood Unified School District (the "District"), its representatives and consultants:

1. This document is being prepared on behalf of the District in connection with the issuance of its Election of 2012 General Obligation Bonds, Series B (the "Bonds"), to be issued on _____. We have been informed by the District that the issuance of the Bonds will include bonds with maturities in excess of 30 years ("Long Current Interest Bonds").

2. The undersigned is authorized to make this Declaration.

3. We are an independent firm of architects, engineers, and/or program and project managers. We were retained by the District pursuant to a _____ Agreement, by and between the [Architect/Engineer/Program Manager] and the District, dated as of _____, to provide _____ services to the District with respect to the construction, renovation, modernization and equipping of school facilities of the District (collectively, the "Project").

5. We are familiar the portion of the Project expected to be financed with the proceeds of the Long Current Interest Bonds. Based on our understanding of the Project and information relating thereto provided by the District and its representatives and consultants, we conclude the reasonably expected useful life of the Project to be financed with the proceeds of the Long Current Interest Bonds equals or exceeds the maturity date of such Long Current Interest Bonds.

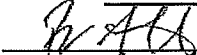
6. The [Architect/Engineer/Program Manager] recognizes and understands that the District may rely on this declaration in order to make certain findings regarding the useful life of the Project in order to comply with relevant provisions of the California Education Code governing the issuance of the Long Current Interest Bonds.

7. The [Architect/Engineer/Program Manager] has been informed that Stradling Yocca Carson & Rauth, bond counsel to the District, intends to rely on this declaration for purposes of rendering its opinion that Long Current Interest Bonds constitute valid and binding obligations of the District payable as both principal and interest from *ad valorem* taxes to be levied on all property within the District subject to such taxes.

8. It is understood that in executing this Declaration, the [Architect/Engineer/Program Manager] makes no other representations, warranties or guarantees as to the Project or the expenditure of proceeds of the Bonds except as otherwise specifically provided herein.

A-2

I certify that this schedule was approved
by the Board of Education on the
Minutes of November 26, 2013.

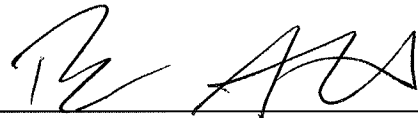

Secretary of the Board

LYNWOOD UNIFIED SCHOOL DISTRICT
(Los Angeles County, California)
2014 General Obligation Bond Anticipation Notes

I, Paul Gothold, hereby certify that I am the duly qualified and acting Superintendent and Secretary to the Board of Education of the Lynwood Unified School District (the "District") and the attached Resolution No. 13-14/17 is a full, true and correct copy of the resolution adopted by the Board of Education of the District on November 26, 2013 and that such resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date hereof.

WITNESS my hand, this 24th day of June, 2014.

LYNWOOD UNIFIED SCHOOL DISTRICT

By: 

Paul Gothold
Superintendent

LYNWOOD UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION AGENDA

TO: Paul Gothold
Superintendent of Schools

BOARD MEETING DATE: November 26, 2013

FROM: Peter Wong 
Chief Business Official

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: REQUEST ADOPTION OF RESOLUTION 13-14/17- RESOLUTION
OF THE BOARD OF EDUCATION OF THE LYNWOOD UNIFIED
SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA
AUTHORIZING THE ISSUANCE OF 2014 GENERAL OBLIGATION
BOND ANTICIPATION NOTES, AND ACTIONS RELATED THERETO

BACKGROUND INFORMATION:

An election was held in the Lynwood Unified School District on November 6, 2012 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$93,000,000 ("Measure K"). The District previously sold \$13,499,948.40 of bond anticipation notes ("2013 BANs") to fund Measure K projects. The District now desires to authorize a second series of BANs in order to pay off the 2013 BANs, in a principal amount not-to-exceed \$20,000,000.

BAN Resolution. This resolution authorizes the issuance of the second series of BANs, specifies the basic terms, parameters and forms of the BANs, and approves the form of a Purchase Contract and Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the BANs to be issued (\$20,000,000), the maximum term of borrowing (four years from the date of issuance of the 2013 BANs), the maximum legal rate of interest on the BANs and the maximum underwriting discount (0.625%). The resolution authorizes the BANs to be sold via a negotiated sale to RBC Capital Markets, LLC (the "Underwriter").

Form of Purchase Contract. Pursuant to the Purchase Contract, the Underwriter will agree to buy the BANs from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the BANs, the final execution copy of the Purchase Contract will be prepared following this form.

Form of Preliminary Official Statement. The Resolution approves the form of a Preliminary Official Statement ("POS") is the offering document describing the BANs which may be distributed to prospective purchasers of the BANs. The POS discloses information with respect to among other things (i) the proposed uses of proceeds of the BANs, (ii) the terms of the BANs (interest rate, redemption terms, etc.), (iii) the security for repayment of the BANs (the subsequent issuance of Bonds), (iv) information with respect to the District's tax base (upon which *ad valorem* taxes to pay Bonds may be levied), (v) District financial and operating data, (vi) continuing disclosure with respect to the BANs and the District, and (vii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the BANs. Following the pricing of the BANs, a final Official Statement for the BANs will be prepared, substantially in the form of the POS.

The staff recommends approval of Resolution 13-14/17, Authorizing the Issuance of Lynwood Unified School District (Los Angeles County, California) General Obligation Bond Anticipation Notes and approving the forms of Purchase Contract and Preliminary Official Statement for the BANs.

☐ Renewal Contract/Item

☒ New Contract/Item

Financial Implications?

☒ Yes ☐ No

Are funds for this item included in the 2013-2014 Budget?

☒ Yes ☐ No

Requisition # from PeopleSoft:

\$
(Amount)

(Name of funding source and/or location)

(Funding account number)


Recommended for: ☒ Approval ☐ Denial

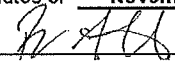
Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

I certify that this schedule was approved
by the Board of Education on the

Minutes of November 26, 2013.


Paul Gothold, Superintendent


Secretary of the Board

**LYNWOOD UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 13-14/17**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE LYNWOOD
UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA
AUTHORIZING THE ISSUANCE OF 2014 GENERAL OBLIGATION BOND
ANTICIPATION NOTES, AND ACTIONS RELATED THERETO**

WHEREAS, a duly called election was held in the Lynwood Unified School District (the "District"), Los Angeles County (the "County"), State of California on November 6, 2012 (the "Bond Election") and thereafter canvassed pursuant to law; and

WHEREAS, at the Bond Election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds (the "Bonds") of the District for various purposes set forth in the ballot submitted to the voters, in the maximum principal amount of \$93,000,000 and payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization"); and

WHEREAS, pursuant to Chapter 1 of Title 1, Division 1, Part 10, of the Education Code of the State of California, entitled "Bonds of School Districts and Community College Districts" (the "Act"), and in particular pursuant to the authority set forth in Section 15150 of the Act, the governing board of a school district may, by resolution, upon such terms and conditions as it shall prescribe, issue notes, on a negotiated or competitive-bid basis, maturing within a period not-to-exceed five years from the date of initial issuance thereof, in anticipation of the sale of Bonds authorized at the time the notes are issued; and

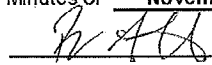
WHEREAS, the proceeds from the sale of such notes shall be used only for authorized purposes of the anticipated Bonds or to repay outstanding notes authorized by the Act; and

WHEREAS, on February 12, 2013, the District issued the first series of such notes in an aggregate principal amount of \$13,499,948.40 (the "Prior Notes") to provide funds to raise money for the purposes authorized by the voters of the District at the Bond Election;

WHEREAS, at this time the Board of Education (the "Board") of the District deems it in the best interests of the District to authorize, for the purpose of paying the outstanding Prior Notes, the issuance of the second series of such notes, styled as the "Lynwood Unified School District (Los Angeles County, California) 2014 General Obligation Bond Anticipation Notes" (the "Notes"), in a principal amount not-to-exceed twenty million dollars (\$20,000,000), and at interest rates not to exceed the maximum prescribed by law;

WHEREAS, pursuant to the Act, in the event that the sale of such Bonds does not occur prior to the maturity of the Notes issued in anticipation of the sale, the Board shall direct each of the Superintendent and the Chief Business Official of the District, in order to repay the Notes then maturing, to cause renewal notes (the "Renewal Notes") to be issued to repay the Notes and interest thereon;

I certify that this schedule was approved
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Minutes of November 26, 2013.


Secretary of the Board

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WHEREAS, Renewal Notes may not be issued after the sale of the Bonds in anticipation of which the original Notes are being issued and the total amount of the Notes or renewals thereof issued and Outstanding may not at any time exceed the total amount of the unsold Bonds of the Authorization; and

WHEREAS, if the Notes shall be payable five years from the date of the issuance of the Prior Notes, such that the District is unable to issue Renewal Notes under the Act, then the Notes shall be payable from the proceeds of the sale of Bonds or from other funds of the District lawfully available for the purpose of repaying the Notes, including State grants; and

WHEREAS, interest on the Notes or any Renewal Notes shall also be payable from the *ad valorem* tax lawfully levied for that purpose; and

WHEREAS, the District desires to establish a Building Fund (defined herein) in which proceeds of the Notes in excess of the amount necessary to pay off the Prior Notes, if any, will be deposited; and

WHEREAS, the District desires to establish a Debt Service Fund (defined herein) into which shall be deposited, as further described herein, any premium received by the District from the sale of the Notes, premium and proceeds from the sale of any Renewal Notes, premium and certain proceeds received from the sale of Bonds issued to repay such Notes or Renewal Notes, and any proceeds of the *ad valorem* tax levied to pay interest on the Notes; and

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Notes; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District or notes in anticipation thereof, and the indebtedness of the District, including this proposed issue of Notes and the Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF EDUCATION OF THE LYNWOOD UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AS FOLLOWS:

Section 1. Certain Definitions. As used in this Resolution, the terms set forth below shall have meanings ascribed to them (unless otherwise set forth in the Purchase Contract or the Official Statement described herein):

(a) **“Accreted Interest”** means, with respect to Capital Appreciation Notes, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.

(b) **“Accretion Rate”** means, unless otherwise provided in the Purchase Contract, that rate which, when applied to the Denominational Amount of a Capital Appreciation Note, and compounded semiannually on each February 1 and August 1 (commencing on August 1, 2014 unless otherwise provided in the Purchase Contract), produces the Maturity Value on the maturity date.

(c) **"Accreted Value"** means, as of the date of calculation, with respect to Capital Appreciation Notes, the Denominational Amount thereof plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1, commencing on August 1, 2014 (unless otherwise provided in the Purchase Contract) at the stated Accretion Rate thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.

(d) **"Authorized Officers"** means the Superintendent, President of the Board, the Chief Business Official of the District, or an authorized designee thereof.

(e) **"Beneficial Owner"** means, when used in reference to book-entry Notes registered pursuant to Section 5 hereof, the person who is considered the beneficial owner of such Notes pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(f) **"Bond Register"** means the books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Notes shall be recorded.

(g) **"Capital Appreciation Notes"** means those Notes the interest component of which is compounded semiannually on each February 1 and August 1, commencing on August 1, 2014 (unless otherwise provided in the Purchase Contract) to maturity.

(h) **"Code"** means the Internal Revenue Code of 1986, as amended.

(i) **"Continuing Disclosure Certificate"** means that certain continuing disclosure certificate as originally executed by the District in connection with the issuance of the Notes, pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, and as it may be amended from time to time in accordance with the terms thereof.

(j) **"Current Interest Notes"** means the Notes the interest on which is payable semiannually on each Note Payment Date specified for such Notes as designated, and maturing in the years and in the amounts set forth, in the Purchase Contract.

(k) **"Denominational Amount"** means the initial principal amount of Capital Appreciation Notes.

(l) **"Depository"** means the securities depository acting in such capacity for the Notes pursuant to the provisions hereof.

(m) **"DTC"** means the Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the Depository.

(n) **"Fair Market Value"** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if

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Minutes of November 26, 2013.

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the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(o) **"Holder" or "Owner"** means the registered owner of a Note as set forth on the registration books maintained by the Paying Agent.

(p) **"Maturity Value"** means the Accreted Value of any Capital Appreciation Note on its maturity date.

(q) **"Non-AMT Bonds"** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code.

(r) **"Note Payment Date"** means (unless otherwise provided by the Purchase Contract), February 1 and August 1 of each year commencing August 1, 2014 with respect to the interest on the Current Interest Notes; August of each year with respect to the principal payments on the Current Interest Notes; and, with respect to the Capital Appreciation Notes, the stated maturity dates thereof.

(s) **"Official Statement"** means the Official Statement for the Notes described herein.

(t) **"Outstanding"** means, when used in reference to the Notes, as of any date, Notes theretofore issued or thereupon being issued pursuant to this Resolution, except: (i) Notes cancelled at or prior to such date, (ii) Notes in lieu of or in substitution for which other Notes shall have been delivered, or (iii) Notes for the payment of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to maturity date of such Notes) in accordance with Section 19 hereof.

(u) **"Paying Agent"** means U.S. Bank National Association, or a successor thereto, acting as authenticating agent, bond registrar, transfer agent and paying agent for the Notes.

(v) **"Permitted Investments"** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests

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exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider rated in at least the second highest category by each rating agency then rating the Notes, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) State and Local Government Series Securities, and (vi) the County Treasury Pool.

(w) **"Principal"** or **"Principal Amount"** means, with respect to any Note, the initial principal amount or Denominational Amount thereof.

(x) **"Purchase Contract"** means the agreement or contract by and between the District and the Underwriter relating to the sale and delivery of the Notes.

(y) **"Qualified Non-AMT Mutual Fund"** means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(z) **"Qualified Permitted Investments"** means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Notes, and (iv) Permitted Investments of proceeds of the Notes, and interest earned on such proceeds, held not more than thirty days pending reinvestment. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(aa) **"Record Date"** means the 15th day of the month preceding each Note Payment Date.

(bb) **"Taxable Notes"** means any Notes not issued as Tax-Exempt Notes.

(cc) **"Tax-Exempt Notes"** means any Notes the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Notes.

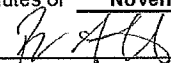
(dd) **"Transfer Amount"** means, with respect to any Outstanding Current Interest Note, the principal amount, and with respect to any Outstanding Capital Appreciation Note, the Maturity Value.

(ee) **"Treasurer"** means the Treasurer and Tax Collector of the County, or other similar officer.

Section 2. Appointment of Paying Agent. This Board does hereby appoint U.S. Bank National Association to act the Paying Agent for the Notes. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. For purposes of the Notes, the Paying Agent shall be deemed to be a "fiscal agent" within the meaning of Section 53601 of the Government Code of the State of California. The fees and

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Secretary of the Board

expenses of the Paying Agent which are not paid as a cost of issuance of the Notes may be paid in each year from *ad valorem* taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

Section 3. Authorization of Issuance of Notes; Terms Thereof. The Board hereby determines to and authorizes the issuance of not-to-exceed \$20,000,000 principal amount of Notes pursuant to Section 15150 of the Act; to be numbered 1 (and consecutively upward in order of issuance if more than one Note is registered); to be dated the date of delivery thereof; to mature (with or without the option of prior redemption as set forth in the Purchase Contract) on one or more dates set forth in the Purchase Contract described in Section 13 below within a period not-to-exceed five years from the date of delivery of the Prior Notes and on a day on which banks in New York or California are open for business; to bear or accrete interest (as applicable) at the rate or rates determined at the time of sale of the Notes, but in no instance in excess of the rate or yields permitted by law, and payable on one or more dates as specified in the Purchase Contract. The Board estimates that the costs associated with such issuance of the Notes, including compensation to the Underwriter (defined herein) and any such costs which the Underwriter agrees to pay pursuant to the Purchase Contract (defined herein), will equal approximately 2.5% of the principal amount thereof. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the principal office of Paying Agent.

The Notes may be issued as any combination of Current Interest Notes and Capital Appreciation Notes, with appropriate series designation if more than one series of notes is issued. The Notes shall be issued as fully registered notes registered as to both principal and interest, in denominations of (i) \$5,000 principal amount or any integral multiple thereof (with respect to the Current Interest Notes) or (ii) \$5,000 Maturity Value or any integral multiple thereof (with respect to Capital Appreciation Notes).

Each Current Interest Note shall bear current, periodic interest from the Note Payment Date next preceding the date of authentication thereof unless it is authenticated as of the 16th day next preceding any Note Payment Date to that Note Payment Date, inclusive, in which event it shall bear interest from such Note Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its date of delivery. Interest shall be payable on the respective Note Payment Dates and shall be calculated on the basis of a 360-day year of twelve 30-day months.

The Capital Appreciation Notes will not pay interest on a current basis. The Capital Appreciation Notes shall accrete in equal daily amounts from their date of delivery at their respective Accretion Rates per annum, compounded semiannually on February 1 and August 1 of each year as provided in the Purchase Contract. The approximate Accreted Value of the Capital Appreciation Notes on such dates shall be set forth in the table of Accreted Value attached to the Official Statement; provided, that in the event that the amount shown in such Accreted Value table and the Accreted Value caused to be calculated by the District, if any, by application of the definition of Accreted Value set forth in Section 1 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Note.

Section 4. Authorization to Levy Tax for Payment of Interest on the Notes.

(1) There is hereby authorized to be levied on all taxable property within the District, in addition to all other taxes, a continuing direct *ad valorem* tax annual during the

period the Notes are Outstanding in an amount sufficient to pay all or a portion of the interest due on such Outstanding Notes when due. Such taxes, when collected, shall be deposited into the Debt Service Fund (defined herein) for the Notes, which fund shall be designated for the payment of interest on the Notes when and as the same shall fall due, and for no other purpose. The Board of Supervisors of the County is hereby requested, in accordance with Education Code Sections 15150 and 15250-15251, to levy such a tax and to deposit the proceeds thereof in the Debt Service Fund, in accordance with the debt service schedule to be provided by the District pursuant to Education Code Section 15140(c) and the policies and procedures of the County.

(2) The tax for the payment of interest on the Notes is a tax authorized by law for payment of the Bonds in anticipation of which the Notes have been issued. The Principal Amount of the Notes shall not exceed the remaining principal amount of authorized but unissued Bonds under the Authorization.

Section 5. Form of Notes. The Notes shall be issued in registered form and shall be substantially in the forms set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said forms to be filled in with appropriate words and figures. The Notes may be initially registered in the name of "Cede & Co." as nominee of DTC, and shall be evidenced by one or more notes in the aggregate initial Principal Amount of the Notes. DTC is hereby appointed Depository for the Notes. Registered ownership may not thereafter be transferred except as set forth in Section 6 hereof. There shall be simultaneously delivered with each Note, the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation respecting the validity of said Notes and, immediately following such legal opinion, a certificate executed with the facsimile signature of the Secretary of the Board of Education, said certificate to be in substantially the following form:

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion regarding the Notes therein described that was provided by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Notes.

[Facsimile Signature]
Secretary of the Board of Education

Section 6. Transfer and Exchange of Notes. Subject to the provisions of Section 7 hereof, the registration of any Note may, in accordance with its terms, be transferred, upon the Bond Register kept by the Paying Agent for such purpose, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Paying Agent.

Whenever any Note or Notes shall be surrendered for registration or transfer, the Paying Agent shall execute and deliver a new Note or Notes, for a like tenor, maturity and Transfer Amount. The Paying Agent shall require the Owner of a Note requesting such registration of transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The District may require the Owner requesting such registration of transfer to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such registration of transfer. The Paying Agent may treat the registered Owner

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of any Note as the absolute owner thereof for all purposes whatsoever in accordance with this Resolution, and the Paying Agent shall not be affected by any notice to the contrary.

Subject to the provisions of Section 7 hereof, Notes may be exchanged at the office of the Paying Agent in authorized denominations and in a like aggregate Transfer Amount. The Paying Agent shall require the payment by the Owner of a Note requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The Paying Agent may require the Owner requesting such exchange to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent or the District with respect to such exchange.

Section 7. Use of Depository. (a) The Notes may be initially registered as provided in Section 5 hereof. In such event, registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any Substitute Depository designated pursuant to clause (ii) of this Section 7 ("Substitute Depository"); provided, that any successor of Cede & Co., as nominee of DTC or a Substitute Depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any Substitute Depository not objected to by the Paying Agent, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as Depository, or (2) a determination by the District to substitute another Depository for DTC (or its successor) because DTC or its successor (or any Substitute Depository or its successor) is no longer able to carry out its functions as Depository; provided, that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or Substitute Depository or its successor) from its functions as Depository, or (2) a determination by the District to remove DTC or its successor (or any Substitute Depository or its successor) from its functions as Depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section 7, upon receipt of the Outstanding Notes by the Paying Agent, together with a request of the District, to the Paying Agent, a new Note shall be executed and delivered in the aggregate principal amount of the Notes registered in the name of such successor or such Substitute Depository, or their nominees, as the case may be, all as specified in such request of the District. In the case of any transfer pursuant to clause (iii) of subsection (1) of this Section 7, upon receipt of the Outstanding Notes by the Paying Agent together with a request of the District to the Paying Agent, new Notes shall be executed and delivered in such denominations numbered in the manner determined by the Paying Agent and registered in the names of such persons as are requested in such a request of the District. Thereafter, Notes shall be transferred pursuant to Section 6 hereof.

(c) The District and the Paying Agent shall be entitled to treat the person in whose name any Note is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying

Agent or the District; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communication with, notifying, or otherwise dealing with any Beneficial Owners of the Notes and neither the District nor the Paying Agent will have any responsibility or obligations, legal or otherwise, to the Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except for the Owner of any Notes.

(d) So long as the Outstanding Notes are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Notes by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

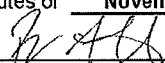
Section 8. Deposit of Note Proceeds; No Arbitrage.

(1) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of the Principal Amount thereof, and net of any amounts necessary to pay the Prior Notes, shall be paid to the Treasurer to the credit of the fund of the District hereby created and established and to be known as the "Lynwood Unified School District 2014 Bond Anticipation Note Building Fund" (the "Building Fund"), which fund shall be kept separate and distinct from all other District and County funds, and those proceeds deposited therein shall be used solely for the purpose for which the Notes are being issued, provided that such proceeds shall be applied solely to authorized purposes of the Bond Election. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. The County shall have no responsibility for assuring the proper use by the District of funds on deposit in the Building Fund.

A portion of the proceeds of the Notes shall be deposited with U.S. Bank National Association, as escrow agent for the Prior Notes (in such capacity, the "Escrow Agent"), to be applied and invested as provided in an escrow agreement by and between the District and the Escrow Agent. Such proceeds, as applied and invested, shall be used to pay the principal of and interest due on the Prior Notes as the same shall become due and payable.

(2) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of accrued interest or net original issue premium, shall be paid to the Paying Agent and kept separate and apart in the fund hereby created and established and to be designated as the "Lynwood Unified School District 2014 Bond Anticipation Note Debt Service Fund" (the "Debt Service Fund"), and which funds shall be used only for payment of principal of and interest on the Notes, and for no other purpose. Any proceeds of Renewal Notes received by the District and other funds of the District lawfully available for the purpose of repaying the Notes or Renewal Notes shall be deposited into the Debt Service Fund or otherwise applied to pay the principal of and interest due on the Notes. So long as the Notes and any Renewal Notes are Outstanding, amounts in the Debt Service Fund are irrevocably pledged to the repayment of the Notes or any Renewal Notes. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Notes not needed for the authorized purposes set forth herein for which the Notes are being issued shall be transferred to the Debt Service Fund and applied as provided for in this Section 8.

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If, after payment in full of the Notes, there remain excess proceeds in the Debt Service Fund, any such excess amounts shall be transferred to the debt service fund of any outstanding Bond issued under the Authorization.

(3) The costs of issuance of the Notes are hereby authorized to be paid either from premium withheld by the Underwriter pursuant to the Purchase Contract, or from the Principal Amount of the Notes received from the Underwriter. To the extent that such costs of issuance are paid from the Principal Amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such Principal Amount, in lieu of being deposited into the Building Fund, be deposited into a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(4) The District hereby covenants that it will make no use of the proceeds of the Notes that would cause the Notes to be "arbitrage bonds" under Section 148 of the Code; and, to that end, so long as any of the Notes are Outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of said section, including restrictions on the use and investment of proceeds of the Notes and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Notes, if required, to the Federal government, and of the Income Tax Regulations of the United States Treasury promulgated thereunder or under any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Notes will not be "arbitrage bonds."

Furthermore, the District will not make any use of the proceeds of the Notes or any other funds of the District, or take or omit to take any other action, that would cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code or "federally guaranteed" within the meaning of Section 149(b) of the Code. To that end, so long as any Notes are unpaid, the District, with respect to such proceeds and such other funds, will comply with all requirements of such Sections and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect.

The District will not use or permit the use of its facilities or any portion thereof by any person other than a governmental unit as such term is used in Section 141 of the Code, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the interest paid on the Notes. In furtherance of the foregoing tax covenants of this Section 8, the District covenants that it will comply with the instructions and requirements of the Tax Certificate to be executed and delivered by the District on the date of issuance of the Notes, which are incorporated herein as if fully set forth herein. These covenants shall survive the payment in full or defeasance of the Notes.

If required by the Tax Certificate executed upon the issuance of the Notes, the District will establish with the County a Rebate Fund for purposes of paying any rebate owed under the Code.

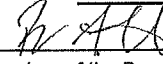
Section 9. Investment of Proceeds of the Notes.

(a) Moneys in the Debt Service Fund and the Building Fund shall be invested at the written direction of the District, in Permitted Investments. If at the time of issuance the District determines to

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issue the Notes as Tax-Exempt Notes without regard to the Internal Revenue Code "temporary period" restrictions, all investment of Note proceeds shall be subject to paragraph (1) below; and the District, may provide for an agent to assist the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.

(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Notes deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

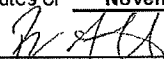
ii. Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Notes in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Notes until three years following the last date that any obligation comprising the Notes is retired.

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(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the principal of and interest on the Notes when due.

Section 10. Payment of Notes.

(a) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from proceeds of the sale of any Renewal Notes, Bonds, or from other funds of the District lawfully available for the purpose of repaying the Notes, including State grants. Interest on the Notes also shall be payable from the *ad valorem* tax lawfully levied to pay principal of and interest on the Notes. The District covenants that, prior to the maturity of the Notes, it shall issue or cause to be issued either Bonds, Renewal Notes or certificates of participation, or a combination thereof, in an amount sufficient to pay the principal and interest due on the Notes.

(b) Issuance of Renewal Notes. In the event that the sale of the Bonds does not occur prior to the maturity of the Notes, and if the Notes are payable at a fixed time less than five years from the date of issuance of the Prior Notes, the District shall cause Renewal Notes to be issued for the purpose of paying the Notes. The renewal of such Notes may not occur after the sale of Bonds in anticipation of which the Notes were issued.

The total amount of the Notes and Renewal Notes issued and Outstanding may not at any time exceed the total amount of the unsold Bonds of the Authorization.

(c) Maximum Term of Renewal Notes. Any Renewal Notes shall be payable at a fixed time not more than five years from the date of the original issuance of the Prior Notes.

Section 11. Execution of Notes. The President of the Board, or a designated deputy thereof, is hereby authorized to sign the Notes manually or by facsimile signature, and the Secretary of the Board (the "Secretary"), or a designated deputy thereof, is hereby authorized to countersign the Notes manually or by facsimile signature and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate. No Note shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Note is manually signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Note so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

Section 12. Appointment of Professionals. Stradling Yocca Carlson & Rauth, a Professional Corporation is appointed to act as Bond Counsel and Disclosure Counsel in connection with the issuance of the Notes. Mission Trail Advisors, LLC is appointed to act as Financial Advisor to the District in connection with the issuance of the Notes. RBC Capital Markets, LLC (the "Underwriter") is hereby appointed to act as the underwriter in connection with the issuance of the Notes.

Section 13. Purchase Contract. The Notes shall be sold at a negotiated sale, which is hereby determined to provide more flexibility in the timing of the sales therefor, an ability to implement such sales in a shorter time period, an increased ability to structure the Notes to fit the needs of particular purchasers, and a greater opportunity for the Underwriter to pre-market the Notes to potential purchasers prior to their sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The form of Purchase Contract, by and between the District and the Underwriter, substantially in the form presented to this meeting and on file with the Secretary of this Board is hereby approved. The Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Contract substantially in the form presented to this meeting, with such changes therein, deletions therefrom and modifications thereto as the officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum true interest cost on the Notes shall not exceed the maximum rate allowed by law and that the Underwriter's discount, excluding expenses of the Underwriter, original issue discount, and costs of issuance to be paid by the Underwriter, shall not exceed 0.625% of the principal amount of the Notes. The Authorized Officers, each alone, are hereby further authorized to determine the maximum principal amount of Notes to be specified in the Purchase Contract, up to \$20,000,000, and to accept or reject the purchase price proposed by the Underwriter subject to the limitations set forth above.

Section 14. Authorization of Preliminary Official Statement and Official Statement. The Preliminary Official Statement relating to the Notes, substantially in the form on file with the Secretary to this Board, is hereby approved. The Authorized Officers, each alone, are hereby further authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, as amended, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Notes and are directed to deliver copies of any final Official Statement to the purchasers of the Notes. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

Section 15. Continuing Disclosure Certificate. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not constitute a default hereunder or result in acceleration of the Notes.

Section 16. Supplemental Resolution; Amendment.

(a) Except as otherwise provided, the provisions of this Resolution relating to the Notes, and the rights and obligations of the District and of the Owners of the Notes issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate principal amount of the Outstanding Notes, exclusive of Notes, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Note, affected, reduce the principal amount of any Note, reduce the interest rate payable thereon, extend its maturity or the times for paying

interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

(b) Except as otherwise provided, the provisions of this Resolution relating to the Notes, and the rights and obligations of the District and of the Owners of the Notes, issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners (i) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect; (ii) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect; (iii) to confirm as further assurance any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution; (iv) to cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution; or (v) to amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not adversely affect the interests of the Owners of the Notes.

(c) Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Notes and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

(d) Notwithstanding any other provision herein, the provisions of this Resolution as they relate to the terms of the Notes may be amended by the Purchase Contract or the Official Statement.

Section 17. Resolution To Constitute Contract. In consideration of the purchase and acceptance of any and all of the Notes authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the District and the Owners from time to time of the Notes, as applicable; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Notes, as applicable, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Notes over any other note or bond, as applicable.

Section 18. Unclaimed Moneys. Anything in this Resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the Notes which remain unclaimed for two (2) years after the date when such Notes have become due and payable and moneys were held by the Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Notes become due and payable, shall be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with

respect thereto and the Owners of the Notes shall look only to the District for the payment of such Notes; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such Notes, at their respective addresses appearing on the Bond Register, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

Section 19. Defeasance. All or any portion of the Notes may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with any amounts transferred from the Debt Service Fund, if required, is sufficient to pay all Notes designated for defeasance, including all principal thereof, interest thereon and redemption premium, if any, at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations (defined below) together with any amounts transferred from the Debt Service Fund or other cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, be fully sufficient to pay and discharge all Notes designated for defeasance (including all principal thereof, interest thereon and redemption premium, if any) at or before their maturity date;

then, notwithstanding that any of such Notes shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Notes shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Notes not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service or Standard & Poor's. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general

obligations of the United States of America by Standard & Poor's or Moody's Investors Service.

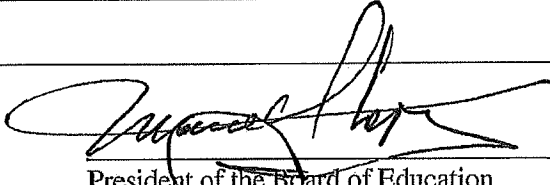
Section 20. Delivery of Notes; Further Actions. The proper officials of the District are hereby authorized and directed to deliver the Notes to the Underwriter in accordance with the Purchase Contract. All actions heretofore taken by the officials and agents of the District with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officials of the District are hereby authorized and directed, for and in the name and on behalf of the Board, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution.

Section 21. Legislative Determinations. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the District have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

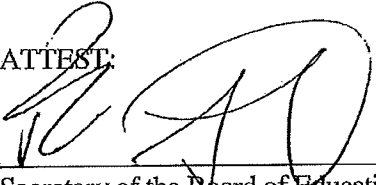
Section 22. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 26th day of November, 2013, by the following vote:

AYES:	MEMBERS	5
NOES:	MEMBERS	0
ABSTAIN:	MEMBERS	0
ABSENT:	MEMBERS	0

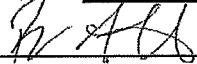


President of the Board of Education

ATTEST:


Secretary of the Board of Education

I certify that this schedule was approved
by the Board of Education on the
Minutes of November 26, 2013.



Secretary of the Board

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SECRETARY'S CERTIFICATE

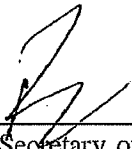
I, Paul Gothold, Secretary of the Board of Education of the Lynwood Unified School District, Los Angeles County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a special meeting of the Board of Education of said District duly and legally held at the special meeting in place thereof on November 26, 2013, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: November 26, 2013


Secretary of the Board of Education of the Lynwood
Unified School District

I certify that this schedule was approved
by the Board of Education on the
Minutes of November 26, 2013.


Secretary of the Board

EXHIBIT A

(Form of Current Interest Note)

Registered No. 1

\$ _____

**LYNWOOD UNIFIED SCHOOL DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2014 GENERAL OBLIGATION BOND ANTICIPATION NOTE**

Rate of
Interest: Dated Date: Maturity Date: CUSIP:

REGISTERED OWNER: CEDE & CO.

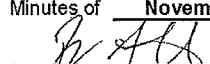
PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, Lynwood Unified School District (the "District"), Los Angeles County, State of California, acknowledges itself indebted to and promises to pay the Registered Owner identified above, or registered assigns, at the principal office of U.S. Bank National Association, as Paying Agent (the "Paying Agent") the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date, and interest thereon until the Principal Amount is paid or provided for, at the Interest Rate stated above, on February 1 and August 1 of each year (the "Note Payment Dates"), commencing August 1, 2014. This Note will bear interest from the Note Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Note Payment Date to the Note Payment Date, inclusive, in which event it shall bear interest from such Note Payment Date, or unless it is authenticated on or before July 15, 2014, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of _____ Dollars (\$ _____), all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Education of the District duly passed and adopted on November 26, 2013 under and by authority of Sections 15150 *et seq.*, Chapter 1 of Title 1, Division 1, Part 10 of the Education Code of the State of California (the "Act"), and, in particular, pursuant to the authority set forth in Section 15150 of the Act, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

I certify that this schedule was approved
by the Board of Education on the

A-1 Minutes of November 26, 2013.


Secretary of the Board

Agenda Report 14.14
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The principal amount of the Notes, together with the interest thereon, shall be payable from the proceeds of the sale of general obligation bonds authorized at a duly called held in the District on November 6, 2012 and thereafter canvassed pursuant to law, or of any bond anticipation notes in renewal of the Notes, or from other funds of the District lawfully available for the purpose of repaying the notes, including State grants. Interest on the Notes shall also be payable from the *ad valorem* tax levied to pay such interest thereon.

This Note is transferable by the registered owner hereof in person or by his or her attorney duly authorized in writing at the Paying Agent in Los Angeles, California, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note except this Note shall not be transferred or exchanged later than the fifteenth day prior to the maturity date hereof. Upon such transfer, a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The District and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Unless this certificate is presented by an authorized representative of DTC to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co. has an interest herein.

I certify that this schedule was approved
by the Board of Education on the
Minutes of November 26, 2013.

A-2


Secretary of the Board

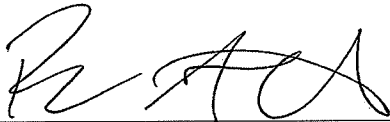
IN WITNESS WHEREOF, the District has caused this Note to be executed by the President of its Board of Education by manual or facsimile signature and countersigned by the Secretary by manual or facsimile signature this ____ day of _____, 2014.

LYNWOOD UNIFIED SCHOOL DISTRICT

By: _____


President of the Board of Education

COUNTERSIGNED:



Secretary of the Board of Education

CERTIFICATE OF AUTHENTICATION

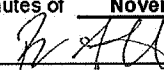
This Note is one of the Notes described in the Note Resolution referred to herein which has been authenticated and registered on _____, 2014.

By: U.S. BANK NATIONAL
ASSOCIATION, as Paying Agent

Authorized Signatory

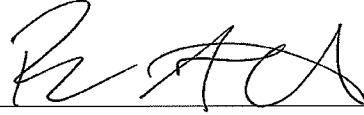
I certify that this schedule was approved
by the Board of Education on the
Minutes of November 26, 2013.

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Secretary of the Board

LEGAL OPINION

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion regarding the Notes therein described that was provided by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Notes.



Secretary of the Board of Education

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

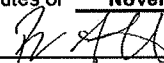
Dated: _____

Signature Guaranteed by:

NOTE: The signature to the assignment must be guaranteed by an eligible guarantor institution.

NOTE: The signature to the assignment must correspond to the name as written on the face of this Note in every particular, without any alteration or change whatsoever.

I certify that this schedule was approved
by the Board of Education on the
Minutes of November 26, 2013.



Secretary of the Board

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(Form of Capital Appreciation Note)

Registered No. ____

\$ _____

**LYNWOOD UNIFIED SCHOOL DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2014 GENERAL OBLIGATION BOND ANTICIPATION NOTE**

Accretion Rate:

Dated Date:

Maturity Date:

CUSIP:

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

FOR VALUE RECEIVED, Lynwood Unified School District (the "District"), Los Angeles County, State of California, acknowledges itself indebted to and promises to pay the Registered Owner identified above, or registered assigns, at the principal office of U.S. Bank National Association (the "Paying Agent") the Maturity Value specified above, in lawful money of the United States of America, on the Maturity Date as specified above, such Maturity Value comprising the Denominational Amount and interest accreting thereon, compounded semiannually on February 1 and August 1 of each year commencing August 1, 2014, at the Accretion Rate specified above to such Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being referred to herein as the "Accreted Value") increased in equal daily amounts on the basis of a 360-day year or twelve 30-day months. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of _____ Dollars (\$ _____), all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Education of the District duly passed and adopted on November 26, 2013 under and by authority of Sections 15150 *et seq.*, Chapter 1 of Title 1, Division 1, Part 10 of the Education Code of the State of California (the "Act"), and, in particular, pursuant to the authority set forth in Section 15150 of the Act, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from the proceeds of the sale of general obligation bonds authorized at a duly called held in the District on November 6, 2012 and thereafter canvassed pursuant to law, or of any bond anticipation notes in

renewal of the Notes, or from other funds of the District lawfully available for the purpose of repaying the notes, including State grants. Interest on the Notes shall also be payable from the *ad valorem* tax levied to pay such interest thereon.

This Note is transferable by the registered owner hereof in person or by his or her attorney duly authorized in writing at the Paying Agent in Los Angeles, California, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note except this Note shall not be transferred or exchanged later than the fifteenth day prior to the maturity date hereof. Upon such transfer, a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The District and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Unless this certificate is presented by an authorized representative of DTC to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co. has an interest herein.

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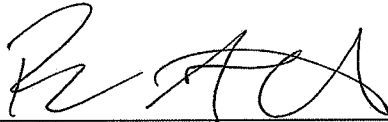
IN WITNESS WHEREOF, the District has caused this Note to be executed by the President of its Board of Education by manual or facsimile signature and countersigned by the Secretary by manual or facsimile signature this ____ day of _____, 2014.

LYNWOOD UNIFIED SCHOOL DISTRICT

By: _____


President of the Board of Education

COUNTERSIGNED:



Secretary of the Board of Education

CERTIFICATE OF AUTHENTICATION

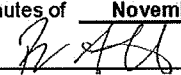
This Note is one of the Notes described in the Note Resolution referred to herein which has been authenticated and registered on _____, 2014.

By: U.S. BANK NATIONAL
ASSOCIATION, as Paying Agent

Authorized Signatory

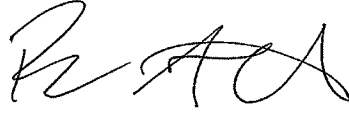
I certify that this schedule was approved
by the Board of Education on the
Minutes of November 26, 2013.

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Secretary of the Board

LEGAL OPINION

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion upon the notes therein described that was provided by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Notes.



Secretary of the Board of Education

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

NOTE: The signature to the assignment must be guaranteed by an eligible guarantor institution.

NOTE: The signature to the assignment must correspond to the name as written on the face of this Note in every particular, without any alteration or change whatsoever.